

COMMITTEE AGENDA



TO **Public Services Committee**

DATE Monday, July 4, 2016

LOCATION Council Chambers, Guelph City Hall, 1 Carden Street

TIME 5:00 p.m.

DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

CONFIRMATION OF MINUTES – June 8, 2016 open meeting minutes

PRESENTATIONS (Items with no accompanying report)

James R. Taylor, President of Trees for Guelph, presenting the Trees for Guelph 2015 Annual Report.

CONSENT AGENDA

The following resolutions have been prepared to facilitate the Committee's consideration of the various matters and are suggested for consideration. If the Committee wishes to address a specific report in isolation of the Consent Agenda, please identify the item. The item will be extracted and dealt with separately. The balance of the Public Services Committee Consent Agenda will be approved in one resolution.

ITEM	CITY PRESENTATION	DELEGATIONS	TO BE EXTRACTED
PS-2016.11 Town of Shelburne Council Resolution regarding the Discontinuation of Intensive Behaviour Intervention			
PS-2016.12 Community Gardens Program Annual Report			
PS-2016.13 Guelph Sports Hall of Fame Annual Report			

PS-2016.14 Spring 2016 to Winter 2021 U-Pass Contract Renewal			
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Resolution to adopt the balance of the Public Services Committee Consent Agenda.

ITEMS EXTRACTED FROM CONSENT AGENDA

Once extracted items are identified, they will be dealt with in the following order:

- 1) delegations (may include presentations)
- 2) staff presentations only
- 3) all others.

AUTHORITY TO MOVE INTO CLOSED MEETING

THAT the Public Service Committee now hold a meeting that is closed to the public, pursuant to the Municipal Act, to consider:

**PS-C-2016.1 Resident Appointments to the Wellbeing Grant Allocation
Panel for 2016**

*Section 239 (2)(b) of the Municipal Act related to personal matters about
an identifiable individual, including municipal or local board employees*

CLOSED MEETING

OPEN MEETING

Closed Meeting Summary

STAFF UPDATES AND ANNOUNCEMENTS

ADJOURN

NEXT MEETING



Members:

Chair C. Downer	Councillor J. Gordon
Mayor C. Guthrie	Councillor A. Van Hellemond
Councillor C. Billings	

Staff: Mr. M. Amorosi, Deputy CAO, Corporate Services/Acting CAO
Ms. C. Clack, General Manager, Culture, Tourism and Community Investments/Acting Deputy CAO, Public Services
Mr. R. Keller, General Manager, Operations
Mr. P. Meagher, General Manager, Guelph Transit
Ms. G. van den Burg, Council Committee Coordinator

Chair Downer called the meeting to order.

There were no disclosures.

1. Moved by Councillor Gordon
Seconded by Councillor Van Hellemond

That the open meeting minutes of the Public Services Committee held on May 2, 2016 be confirmed as recorded.

VOTING IN FAVOUR: Mayor Guthrie, Councillors Billings, Downer, Gordon and Van Hellemond
(5)

VOTING AGAINST: (0)

CARRIED

The following items were extracted:

PS-2016.10 Guelph Transit Growth Opportunities

2. Moved by Mayor Guthrie
Seconded by Councillor Billings

That the balance of the Public Services Committee June 8, 2016 Consent Agenda as identified below, be adopted:

PS-2016.9 Snow Disposal Facility - Requirements

1. That the Public Services Report # PS-16-12 "Snow Disposal Facility – Requirements" dated June 8, 2016, be received; and
2. That staff be directed to commence the necessary pre-design/pre-construction studies and data collection for an upgraded snow disposal facility at Site #1: Wellington Street Site in 2016 with a view that construction can begin in 2017.

VOTING IN FAVOUR: Mayor Guthrie, Councillors Billings, Downer, Gordon and Van Hellemond (5)

VOTING AGAINST: (0)

CARRIED

Extracted Items

PS-2016.10 Guelph Transit Growth Opportunities

Mr. Phil Meagher, General Manager, Guelph Transit, provided an overview of the short and long-term growth opportunities for Guelph transit over the next 20 years to meet the City's anticipated growth.

3. Moved by Mayor Guthrie
Seconded by Councillor Gordon
 1. That the Public Services Report # PS-16-13 "Guelph Transit Growth Opportunities" dated June 8, 2016, be received; and
 2. That Guelph Transit staff be directed to include proposed service improvements in the 2017 Tax Supported Budget as an expansion package; and
 3. That Guelph Transit staff work with staff throughout the organization to develop a multi-year plan and budget for the implementation of the recommendations in the Official Plan Review and the Transportation Master Plan review to ensure transit and alternative forms of transportation are considered in developing a comprehensive plan to support the City of Guelph's transportation and transit needs to 2035 and beyond; and
 4. That City of Guelph and Guelph Transit staff be directed to start discussions with the federal and provincial governments to secure recently announced Transit Infrastructure funding.

VOTING IN FAVOUR: Mayor Guthrie, Councillors Billings, Downer, Gordon and Van Hellemond (5)

VOTING AGAINST: (0)

CARRIED

4. Moved by Mayor Guthrie
Seconded by Councillor Van Hellemond

That staff be directed to consider alternative service delivery when developing the comprehensive plan to support the City of Guelph's transportation and transit needs to 2035 and beyond.

VOTING IN FAVOUR: Mayor Guthrie, Councillors Billings, Downer, and Van Hellemond (4)
VOTING AGAINST: Councillor Gordon (1)

CARRIED

5. Moved by Councillor Billings
Seconded by Councillor Gordon

That staff be directed to report back at the June 27 Council meeting with a full mitigation plan to address the 2016 summer transit schedule issue.

VOTING IN FAVOUR: Mayor Guthrie, Councillors Billings, Downer, Gordon and Van Hellemond (5)
VOTING AGAINST: (0)

CARRIED

Staff Updates and Announcements

Ms. Colleen Clack, General Manager of Culture, Tourism and Community Investments/Acting Deputy CAO of Public Services, provided the following announcements:

- Terry Dooling, Manager of Public Services, and Dave Beaton, Supervisor of Trail and Natural are recent additions to the Public Services Team
- Colleen described her experience visiting Belgium. Guelph's presence in Belgium was in large part to commence the planning for the commemoration of the death of John McCrae death in 1918.
- In celebration of Senior's Month, Evergreen Senior Centre will be hosting a number events.
- June 21st is International Skateboard Day and the official public launch of the City of Guelph Skateboard Park.

Adjournment (6:12 p.m.)

6. Moved by Mayor Guthrie
Seconded by Councillor Van Hellemond

That the meeting be adjourned.

CARRIED

Gina van den Burg
Council Committee Coordinator

**PUBLIC SERVICES COMMITTEE
CONSENT AGENDA**

Monday, July 4, 2016

Members of the Public Services Committee:

SUMMARY OF REPORTS:

The following resolutions have been prepared to facilitate Council's consideration of the various matters and are suggested for consideration. If Council wishes to address a specific report in isolation of the Consent Agenda, please identify the item. The item will be extracted and dealt with immediately. The balance of the Consent Agenda will be approved in one resolution.

REPORTS FROM ADMINISTRATIVE STAFF

REPORT		DIRECTION
PS-2016.11	Town of Shelburne Council Resolution regarding the Discontinuation of Intensive Behaviour Intervention Correspondence received from Ms. Nancy Sidebottom and Resolution from Town of Shelburne enclosed.	Receive
PS-2016.12	Community Gardens Program Annual Report That the Public Services Report # PS-16-15 "Community Gardens Program Annual Report" dated July 4, 2016 be received.	Receive
PS-2016.13	Guelph Sports Hall of Fame Annual Report That Public Services Report #PS-16-16 "Guelph Sports Hall of Fame Annual Report" dated July 4, 2016 be received.	Receive
PS-2016.14	Spring 2016 to Winter 2021 U-Pass Contract Renewal 1. That the Public Services Committee Report #PS-16-17 "Spring 2016 to Winter 2021 U-Pass Contract Renewal" dated July 4, 2016 be received; and	Approve

2. That the Mayor and City Clerk be authorized to sign this U-Pass Agreement with the Central Student Association and Graduate Students' Association at the University of Guelph.

Attach.

Resolution Regarding the Discontinuation of Intensive Behaviour Intervention (IBI)

To: cathydowner
Sent: Mon, May 30, 2016 4:34 pm
Subject: Resolution for consideration

Good afternoon Cathy: I am writing to formally request that a resolution be read and possibly accepted at the guelph council meeting on July 1 2016. I have attached a copy of the Town of Shelburnes resolution for your reference.

As you know the provincial government has made significant changes to the Ontario Autism program. What you may not know is these changes are going to have an immediate negative impact on over 3,500 children in Ontario.

As a result of these changes all children over the age of 5 are being removed from the wait lists for I.B.I. (Intensive Behavioural Intervention). I.B.I. is a life changing therapy for these children and now they will no longer be able to reach their full potential.

The Ontario Government has said that the changes were due to the recommendations from an expert panel however the Chair of that expert panel has been quoted as saying "The changes the government have made are not what the panel recommended"

Many children with autism are going to be left without support or services that could be the difference between being a contributing member of society and a burden on society.

3,500 children will be entering the public school system in September without the training they need to function in the classroom. The school system is not equipped to support these children and no extra support has been allocated for this. These children will be in a regular classroom and possibly be very disruptive to the rest of the class which will impact the education of all children in that classroom.

(I.B.I.) is usually one on one and for 20-40 hours per week therefore children receiving I.B.I. are not in regular classrooms very often.

The governments replacement policy is not ready and therefore children will be taken off the I.B.I. wait list to go on another waitlist for a less intense therapy that has been proven not to work.

If changes are not made to the new Ontario Autism Program we will have an entire generation in the future that have been "lost".

The average age in Ontario to be diagnosed with Autism is 4. The new program states that its goal is to have a 6 month wait list so the average child will be 4.5 years before they start I.B.I. and if the wait list doesn't decrease as predicted most children will go without the much needed therapy.

I have many more topics to discuss as well however I didn't want this request to become a novel. I tried to send you some files to consider however the mail was returned to me as not sendable. I am more than willing to print these documents for you and bring them with me to the council meeting.

Please let me know if you need further information.

I am anxiously awaiting your response on whether this will be considered.

Thank you in advance for allowing me to bring this forward.

Sincerely

Nancy Sidebottom



TOWN OF SHELburnE

COUNCIL RESOLUTION

No. __10__

Date: May 9, 2016

Moved by: Wade Mills

Seconded by: Dan Sample

WHEREAS, Autism Spectrum Disorder is now recognized as the most common neurological disorder affecting 1 in every 94 children, as well as their friends, family and community; and

WHEREAS, Applied Behaviour Analysis (ABA) is the scientific process based on objective evaluation and empirically based interventions used to achieve meaningful, generalizable and enduring behavioural change. Intensive Behavioural Intervention (IBI) is an application of the principles of ABA in an intensive setting used to affect behaviour change and improvement; and

WHEREAS, the current waiting list of children for Intensive Behaviour Intervention (IBI) is over 2,000 and more than 13,000 children await Applied Behaviour Analysis (ABA); and

WHEREAS, the Province of Ontario has announced it intends to discontinue IBI services to children over the age of four and provide a one-time payment to assist with services, thereby abandoning thousands who have been wait-listed for years; and

WHEREAS, there are two service models for affected children to be treated, 1) the Direct Service Offering (DSO) where children receive services directly from trained staff at Ontario's nine regional service providers, and 2) the Direct Funding Offering (DFO) where parents receive funding directly in order to purchase services; and

WHEREAS, the DFO model to provide services is used in Alberta, British Columbia and imminently Saskatchewan. Such a model is clinically rigorous and has been identified by the Auditor General of Ontario as being less expensive than Ontario's DSO model;

THEREFORE, be it resolved that a letter be sent to Hon. Tracy MacCharles, Minister of Children and Youth Services; Alexander Bezzina, Deputy Minister; Hon. Eric Hoskins, Minister of Health; and Hon. Kathleen Wynne, Premier of Ontario, requesting the Province to:

1. Amend its policy to one that will allow all children on the current waiting list to receive the IBI services promised them; and

2. Remove the age limit for IBI therapy and replace it with a program that provides ongoing IBI services based on need and individual development, not age; and

3. Ensure oversight by professionals and parents based on 'development progress' criteria and milestones; and

4. Adopt a Direct Funding Offering (DFO) model in lieu of the current Direct Service Offering (DSO) model;

AND FURTHER THAT a copy of this resolution be forwarded to all municipalities within the Province of Ontario.

CARRIED: K. Bennington

Requested Vote to be recorded

[X] Yes

[] No

Mayor Bennington

Yea

Nay

[X]

[]

Councillor Benotto

[X]

[]

Councillor Chambers

[Absent]

[]

Deputy Mayor Dunlop

[X]

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Councillor Egan

[Absent]

[]

Councillor Mills

[X]

[]

Councillor Sample

[X]

[]

STAFF REPORT



TO Public Services Committee

SERVICE AREA Public Services – Parks and Recreation Department

DATE July 4, 2016

SUBJECT Community Gardens Program Annual Report

REPORT NUMBER PS-16-15

EXECUTIVE SUMMARY

PURPOSE OF REPORT

To provide an update of the Community Gardens Program for the 2015 growing season.

KEY FINDINGS

The Community Gardens Program is supported by the City of Guelph, in collaboration with community groups and volunteers including: the Community Gardens Network Working Group (CGNWG), the Guelph Wellington Food Round Table (GWFRT), the Upper Grand District School Board (UGDSB), private land owners, and the Neighbourhood Groups of the Guelph Neighbourhood Support Coalition (GNSC).

There are 16 community gardens in Guelph: five on City property, six on school board property, and five on private property. Each garden is managed by a garden volunteer. One new garden has been implemented for 2016 and staff is reviewing an application for 2017. The program receives approximately 1,500 hours of in-kind support from community volunteers

FINANCIAL IMPLICATIONS

The community garden program is funded through the existing budget for the Parks Operations and Forestry Division.

ACTION REQUIRED

That the Community Gardens Program Report be received.

RECOMMENDATION

That the Public Services Report # PS-16-15 "Community Gardens Program Annual Report" dated July 4, 2016 be received

STAFF REPORT

BACKGROUND

Council report # CSS-CESS-1514 dated April 7, 2015 provided an evaluation of the Community Gardens Pilot Program with a recommendation that the Community Gardens Program be made a permanent City of Guelph program and to report back annually to Council.

REPORT

The program is maintained by sixteen dedicated community volunteers who make up the Community Gardens Network Working Group (CGNWG), and led by the Community Gardens Coordinator. In 2015 this group and the volunteer gardeners contributed over 1,500 hours of in-kind support.

In 2015, the program contributed approximately 500 kgs of fresh produce to support food security programs across Guelph, and approximately 900 shopping bags of produce to themselves and their communities. Partnerships have been established with the following community groups and agencies through the Guelph Wellington Food Round Table:

- Upper Grand District School Board
- Guelph Neighbourhood Support Coalition Neighbourhood Groups: Brant Avenue, Grange Hill East, Downtown Neighbourhood Association, Onward Willow and Parkwood Gardens
- Wellington-Dufferin-Guelph Public Health
- University of Guelph
- Guelph Wellington Taskforce for Poverty Elimination
- Guelph Wellington Local Food
- Harcourt Memorial United Church
- Priory Park Baptist Church

Over the past year the program has evolved with the following tactics being put into place:

- A communications plan (including a facebook page called GUELPHGARDENS which is monitored and updated by volunteers)
- A process designed to seek funding from local businesses and community grants that aim to support local food security
- A series of educational workshops for the community to be instructed by community gardeners
- An annual program evaluation which included surveying community gardeners and volunteers

The group has also:

- Developed and updated the City's policy, with input from City staff representing eight departments, which includes: an updated accessibility language which meets City of Guelph FADM (Accessibility for Ontarians with

STAFF REPORT

Disabilities Act) compliance; a new sustainable water plan which includes the donation of water barrels for each new garden to decrease reliance on City water; calculating total water usage by all gardens; and, working community gardens into existing park re-mastering plans (when and where appropriate)

- Developed a new partnership with Guelph's first Community Food Forest, supported by the City, to work together to share knowledge and resources
- Collaborated with GIS staff to create the program's first map of all community gardens (available on the City website)

This program strongly demonstrates that with a small investment of leadership and coordination, the community is prepared to contribute their time and resources to improve the health and wellbeing of people in Guelph.

CORPORATE STRATEGIC PLAN

Organizational Excellence

1.2 Develop collaborative work team and apply whole systems thinking to deliver creative solutions

Innovation in Local Government

- 2.1 Build an adaptive environment, for government innovation to ensure fiscal and service sustainability
- 2.2 Deliver Public Service better
- 2.3 Ensure accountability, transparency and engagement

City Building

- 3.1 Ensure a well-designed, safe, inclusive, appealing and sustainable City
- 3.3 Strengthen citizen and stakeholder engagement and communications

DEPARTMENTAL CONSULTATION

Parks and Recreation Department
Water Services
Facilities Management – Accessibility Co-ordinator
Corporate Communications

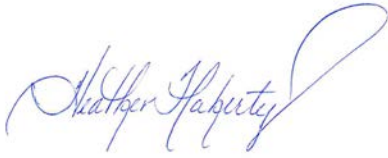
ATTACHMENTS

ATT-1 Updated 2015 policy

Report Author

Alia Ziesman
Community Gardens Co-ordinator

STAFF REPORT



Approved By
Heather Flaherty
Acting General Manager
Parks and Recreation
519-822-1260 ext. 2664
heather.flaherty@guelph.ca



Recommended By
Colleen Clack
Deputy CAO
Public Services
519-822-1260 ext. 2588
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CORPORATE POLICY AND PROCEDURE



POLICY	Community Gardens Policy
CATEGORY	Interdepartmental Policy
AUTHORITY	Community and Social Services
RELATED POLICIES	
APPROVED BY	Barbara Powell, General Manager CE, December 19, 2011
EFFECTIVE DATE	January 1, 2012
REVISION DATE	October 22, 2015

POLICY STATEMENT

Guided by our vision; to be the City that makes a difference, The Corporation of the City of Guelph believes in acting locally and globally to improve the lives of residents. The City of Guelph values, supports and encourages the development of community gardens as an asset that enhances quality of life. Community gardens advances the City's strategic goal for a healthy and safe community where life can be lived to the fullest by contributing nutritious local food production, fitness, recreation, positive social interactions, environmental education and stewardship and strong, engaged neighbourhoods.

PURPOSE

The purpose of this policy is to:

- Establish criteria for the selection of appropriate sites for community gardens.
- Provide direction to establish operational guidelines and best practice for successful community gardens.
- Establish a practice for community engagement and public comment prior to approving a community garden.

DEFINITIONS

***Community Garden:** Community gardens are gardens located on parcels of land used by neighbourhood residents to grow their own vegetables, herbs, pollinator flowers and/or fruit. They are primarily used in areas where residents do not have any (or suitable) yard space to grow their own gardens. In a community garden, residents are granted a plot of land upon which they may grow organic vegetables and flowers. Residents share in the establishment, maintenance, and rewards of the garden.

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- * **Community Group:** a group of community people interested in a community garden, this can include but is not limited to a neighbourhood group, service club or garden group.
 - * **The City:** The City means the Corporation of the City of Guelph.
 - * **Donation Garden or Plot:** is a full garden or plot within a garden where food or flowers are planted, tended and harvested with the intent to be donated to food banks, cupboards and community kitchens etc.
 - * **Drainage Swale:** means a landscape feature consisting of a carefully formed and shallow trough-like depression within a turf that carries water during rain storms or snow melts.
 - * **Food Security:** means when all people, at all times, have physical and economic access to sufficient, safe, and nutritious food to meet their dietary needs and food preferences for an active healthy life. (1996 World Food Summit definition)
 - * **Gardeners:** Individuals who have an interest or who are currently gardening at a community garden.
 - * **Garden Coordinator:** is the volunteer organizing the Community Garden in their area or neighbourhood and represents the collective garden group and shall serve as the point of contact between the garden and the City.
 - * **Liability Insurance:** means insurance to protect the insured from the risks of liabilities.
 - * **Machinery:** Any mechanical electrical or gas powered device used for performing or assists with the performance of a human task.
 - * **Public Property:** real property owned or controlled by a governmental or similar organization.
 - * **Park Land:** means land officially zoned as a park.
 - * **Underutilized Land:** is defined as land not being used to its potential.
 - * **Second:** is the volunteer organizing the community garden in their area or neighbourhood should the Garden Coordinator be unavailable.
 - * **Subsidy:** is an elimination or reduction in regular fees to accommodate financial accessibility for an individual or family.

1 City Support for Community Gardens

The City of Guelph will work in partnership with community groups, neighbourhood groups and gardening organizations to support Community Gardens. Subject to available resources the City will assist with:

1.1 Partnerships: The City of Guelph will support Community Gardens in Guelph with a continued partnership with the Upper Grand District School Board and other partners. The City will support community garden networks to meet goals of knowledge sharing, skill and capacity building and to encourage interaction, engagement and access to Community Gardens.

1.2 Coordination: The City of Guelph will offer coordination of Community Gardens through an application process, establishing links to City departments, other gardens and gardeners, and the Community Garden Network of Guelph Wellington Food Round Table (GWFRT).

1.3 Operational Support:

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- Community engagement; via mailings, surveys, site meetings, focus groups as appropriate
 - Site assessments; not including soil tests or utility locates
 - Site preparation; staking out and first tilling of garden area, wood mulch delivery (subject to availability)
 - Water; access via existing water chambers in parks, water barrel donations, consultation for water solutions (i.e. rainwater harvesting), as well as consideration of capital upgrades with part re-development
 - Communications support; surveys, website, community guide & promotion for garden programs, activities and social media
 - Grass maintenance; mowing and other grass maintenance, consistent with regular turf maintenance schedules, around the perimeter of the garden where standard machinery can access the grass. Grass cutting within the garden area such as on pathways is the responsibility of the Community Garden group and its gardeners.
 - Waste Removal; waste removal of yard waste materials can be arranged by request.

2 Site Selection

All requests for Community Gardens on City property must follow the process for applications, garden groups, and the site criteria and selection outlined below. These criteria must be met for Community Garden site approval.

2.1 Application Process

- Community members interested in community gardening, garden groups, community groups or neighbourhood groups will contact the Community Gardens Coordinator in writing to express interest in a community garden. This will be followed with a more detailed application form.
- Applications for Community Gardens can be submitted at any time throughout the year but applications must be received by October 31st or the first business day following October 31st to begin the site selection process for the growing season of the following year.
- The City will work with the garden group to meet all requirements for approval of a Community Garden. Approvals from the City for complete applications including all testing and permits will be received by the Community Garden group on or before May 1st of the growing season.

2.2 Site Selection Process

The City will work with the community group to identify and assess viable sites that meet the criteria to choose an appropriate site.

- A garden site plan will be prepared and submitted to the Community Gardens Coordinator who will circulate it with other City departments for review and comment.
- The site plan will include plot layouts and other features including structures such as compost bins or storage sheds,

perennial plants. Soil amendments or fill materials and materials for pathways must also be defined.

- Minimum setbacks of 5 meters from edges of Community Gardens to surrounding amenities, property lines, hedgerows and trees to allow for regular park maintenance equipment may be required.
- The City of Guelph "Facility Accessibility Design Manual Standards" (FADMS) should be considered in site plan. Features such as crushed limestone-screening pathways to accessible plots and garden amenities, raised beds and other accessibility features are encouraged. The City will offer information and/ or consultation for FADM and will assist with funding requests from outside funders to apply for grants to promote accessibility for all people.
- The Community Gardens Coordinator will liaise with the City and Community Gardens groups to secure funds to make 20% of the garden plots accessible (i.e. raised beds) consistent with the City's FADM when on City property. Further, the Coordinator will develop an implementation plan demonstrating timelines to fund and build the accessible garden plots.
- The City and the community garden group will hold a consultation process with the neighbours near the potential site. This may include surveys, neighbourhood meetings, petitions and outreach tools. On site meetings are encouraged.
- The City reserves the right to deny a site or alter a site plan at its sole discretion.

2.3 Garden Group Criteria

- Supportive community garden members
- Volunteers willing to develop, and maintain the community garden
- Volunteers willing to be the Garden Coordinator and Second to manage and coordinate the garden
- Gardeners in close proximity to garden site
- Ability of Group to obtain Liability Insurance
- Ability and willingness to complete all applications and apply for all outside permits such as utility locates and soil tests

2.4 Site criteria

- An area that receives 6 or more hours of sunlight daily
- Away from trees including immature trees that do not yet cast much shade
- Suitable soil quality and drainage
- Availability of water (via existing water chamber) or can be harvested and stored in rain barrels or cisterns such as the roof of an existing building
- In an area that will not interfere with other uses i.e. recreational

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- In an area that will not interfere with water drainage and site maintenance.
 - Walkable to the gardening community and accessible to parking and or transit
 - Sightlines are unobstructed to the garden from the street or other amenities
 - Slope of the land/garden will be considered on a case by case basis. Flat areas are considered easier to garden and are recommended for novice gardeners.
 - At no point during the construction or operation of the garden shall the existing drainage of the area be changed or modified. This includes filling in of existing drainage swales, or redirecting the natural overland flow of water.

3 Garden Implementation and Construction

Following the successful application and site selection the restrictions and approvals below must be met.

- Prior to any garden activity or construction a Community Garden Agreement must be signed by the Garden Coordinator and the City. This agreement is for a 3 year period.
- Structures, materials, use of machinery and site plan must be approved prior to construction.
- Utility locates and soil tests must be acquired and satisfactory before any digging or garden construction or activity occurs.

4 Conditions of Use

The Community Garden Coordinator and Gardeners must agree to develop, operate and maintain the gardens according to the "Community Garden Agreement" with the City that will further identify all terms of use. The conditions of use herein shall not supersede any existing by-laws. Conditions may include but are not limited to:

- Garden developed at no cost to City other than City supports identified in Section 1. The City will provide operation and monitoring support as needed, including the donation of water barrels to each new community garden in 2016 and beyond, as an effort to ensure water sustainability and reduce dependency on City water.
- The garden shall be clearly signed as a Community Garden.
- Garden Coordinator or second/ designate to be available to respond to concerns within 24 hours. The name and contact information of the garden coordinator will be provided to the City at the beginning of each season.
- Garden group must provide rules of operation and waiver to each gardener.
- Use of chemical pesticides and fertilizers are prohibited.
- Soil amendments are to include compost and composted manure only.

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- Compost bins, fencing, other garden structures and plots are to be well maintained.
 - Pets are prohibited in garden area.
 - Prohibited plants are not to be planted or encouraged to grow (e.g., illegal, noxious weeds, aggressive plants, trees).
 - Produce cannot be sold. Produce grown in community gardens is for personal use and consumption or for donation if the community garden or plot is a donation garden or plot.
 - Gardeners can have their agreement for the Community Garden revoked due to non-compliance with the agreement and rules of use signed by each gardener. Discipline and removal procedures are to be progressive and based on severity of non-compliance. Removal is to be executed the City.
 - Gardeners and Garden Coordinators must be selected using an open and transparent process with intention for all interested neighbours to be given equal chance to have access to a plot. Garden groups should give consideration to the residents best served by community gardens programs in their selection process.
 - Size of garden plots to be defined by garden group using the area of the full garden and number of interested gardeners. Plots should be of a size to accommodate interest and also offer reasonable growing space.
 - Permission for fencing, compost bins and sheds must be requested in writing. Written approval may include preclusions which need to be adhered to or permission could be revoked.
 - Structures constructed of wood or timber must be untreated.
 - With respect to gardens located in termite areas, wood is strictly prohibited. Soil testing identifying the site as suitable for vegetable gardening must be submitted to the City before any garden or other garden related community activities occur on a potential site.
 - Utility locates must be performed before any digging for soil preparation, fencing, building or any other garden activity. Utility locates expire monthly; therefore they will need to be renewed with each new digging activity. Current locate information must be on-site at the time of digging or tilling.
 - Gardeners and Garden Coordinators must comply with the City of Guelph Respect and Responsibility Policy (R Zone). There is zero tolerance for abusive or violent behavior in any program or facility.
 - Fees for plots should only be charged to cover basic administrative costs such as covering the cost for soil testing. Efforts should be made to accommodate individuals or a family who would benefit from the garden but have identified the fee is prohibitive.

5 Private & School Property

The City recognizes sites on School Board and private property such as churches may be more appropriate than available public lands within some neighbourhoods. The City is willing to provide in kind City supports where applicable, appropriate and allowable by both the City and the property owner to encourage community gardening as a healthy and valuable program for all communities.

6 User Agreements/ License for Use

The Garden Coordinator responsible for the garden will be responsible for obtaining user agreements with each gardener. The user agreement must include all conditions of use listed above in this policy and any other rules of use that are specific to each group's garden. An unsigned copy of the user agreement for each community garden will be kept on file at the City for reference.

The registration process and the forms for each gardener should be kept on file with the garden coordinator as long as the gardener/ garden is active. In accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) when a season is complete, a gardener leaves his or her plot for any reason or the garden is no longer in use, the registration form and all other forms with personal information will be shredded and a record of destruction form will be kept on file.

Garden groups are required to provide their own liability insurance in the amount of 2 million dollars.

7 Evaluations and Statistical Reporting

Evaluations and statistics provide information to assist in ensuring community gardens and community related garden programming is valued and understood. The City requires a report of the following information, a template or survey will be provided:

- Number of Gardeners
- Number of plots
- Size of plots
- Waiting list information if applicable
- Number of returning gardeners
- Any fees charged to gardeners
- Number of garden plots accessed as a result of subsidy
- A statement recording the number of plots accessible for gardeners with a physical disability

In addition to the statistical information required other voluntary survey material will be distributed.

Garden Coordinators are encouraged to offer evaluations and information about donations, volume of food produced for special garden programs, food security programs; related food skilling programs and value added volunteering that was made possible due to the garden.

8 Site Expansions/ Reduction

Site expansion or reduction can be considered by the City provided the expansion is desired by the community and both the garden group and garden coordinator have the capacity to coordinate the extra gardening activities. A garden expansion will need to follow an application for expansion. Written notice expressing interest in garden expansion or reduction to the City is required before any activity begins.

9 Risk Management

To ensure the health and safety of all gardeners and community groups the following procedures are required.

- Programs in gardens involving children 12 and under shall be overseen by related adults or program staff or volunteers with satisfactory police records checks for the vulnerable sector.
- Use of machinery of any kind is permitted, providing the machine is used in a garden with an existing insurance agreement that is pre-approved by the Community Gardens Coordinator. If a mishap with machinery should happen in a garden, including but not limited to, an injury or a fuel spill, the machinery should be turned off and the use discontinued and the garden coordinator and the City should be notified at once.
- First-aid kits shall be made available by the garden group at each site in a designated storage area and all gardeners and garden volunteers shall be advised of its location.
- Any accidents or incidents must be reported to the Garden Coordinator (volunteer) who will fill out an incident or accident form.

10 Policy Review

The Community Gardens Policy will be reviewed annually in January. Comment from any City of Guelph department related to policy or concerns of the community garden program shall be forwarded to the Community and Social Services Department on or before December 1st to be included in the policy review. The interdepartmental community gardens staff team will meet a minimum of twice per year to review the program and or community garden applications. The Community Gardens Coordinator will meet with the Community Gardens Working Groups or the GWFRT as needed to monitor and evaluate the program community wide.

11 Funding

Funding for community gardens is the sole responsibility of the Community Garden Working Group of the Guelph Wellington Food Round Table and the individual garden groups at each community garden site. This does not include the support provided in Section 1.

When possible and for the purpose of grant applications the City of Guelph will make available dollar value information related to the in-kind support provided by each department supporting the Community Garden Program.

12 Garden Closures

In the event a community garden group no longer wishes to manage and maintain a community garden before the Community Garden Agreement term is complete the garden group shall provide written notice that they wish to dissolve. A public input process will be undertaken to assess interest for other residents to assume the garden responsibilities. If there is insufficient interest the garden structures and yard waste are to be taken away by the garden group. The City will re-seed or sod the area.

STAFF REPORT



TO Public Services Committee

SERVICE AREA Public Services – Parks and Recreation

DATE July 4, 2016

SUBJECT Guelph Sports Hall of Fame Annual Report

REPORT NUMBER PS-16-16

EXECUTIVE SUMMARY

PURPOSE OF REPORT

To provide Council with an update on the Guelph Sports Hall of Fame.

KEY FINDINGS

The Guelph Sports Hall of Fame was established in 1993 and the committee consists of six (6) members at large and three (3) Kiwanis Club members.

Inductees are recognized at the annual Guelph Kiwanis Sports Celebrity Dinner which was hosted on May 18, 2016. This year's inductees were:

- Athlete Mario Gallo
- Veteran Athlete Chuck Henderson
- Builder Thomas Dimitroff Jr.
- Team 1997/98 Guelph Storm Club

FINANCIAL IMPLICATIONS

N/A

ACTION REQUIRED

Receive the report for information.

RECOMMENDATION

That Public Services Report #PS-16-16 "Guelph Sports Hall of Fame Annual Report" dated July 4, 2016 be received.

BACKGROUND

The Guelph Sports Hall of Fame was established in 1993 with the first inductees being recognized later that year. The committee consists of six (6) members at large and three (3) Kiwanis Club members. The Kiwanis Club members are appointed to this committee.

STAFF REPORT

Annually, inductees are recognized and presented with personal plaques at the Kiwanis Sports Celebrity Dinner which was hosted in May this year. Larger commemorative plaques are placed on public display at the Sleeman Centre in an area designated for the Sports Hall of Fame.

REPORT

Guelph Sports Hall of Fame Objectives

- To recognize and honour achievements of Guelph individuals and teams who have attained prominence and distinction in any field of sport, and those who have made a major contribution to the development and advancement of sports in Guelph.
- To permanently record and give public prominence to the achievement of such individuals and teams in a public display centre.

Classification of Inductees

- There are five (5) classes of induction into the Guelph Sports Hall of Fame – Athlete, Veteran Athlete, Builder, Team, and Official.

Eligibility for Election

- Nominees who by outstanding achievement have attained prominence in any field of sport, or have made a major contribution to the development and advancement of sports in Guelph are eligible for election to the Guelph Sports Hall of Fame.
- Athlete candidates must have concluded their careers as active players for a minimum of five (5) years before their election, except where – by reason of outstanding performance and skill upon request by the Selection Committee made in advance – the Board of Governors may reduce such waiting period.
- Builder and Team candidates can be active or inactive at selection time.

30th Annual Kiwanis Sports Celebrity Dinner

This year's dinner was held at the Italian Canadian Club on Wednesday, May 18, 2016. The event was attended by approximately 290 people. Special guests included:

- **Dean Prentice** – retired professional ice hockey left winger who played in the National Hockey League for 22 seasons. Prior to the NHL, he played for the Guelph Biltmores in the 1952-52 season.
- **Jim Barker** – General Manager of the Toronto Argonauts. He has had a football career for more than 30 years with positions in the NCAA, CFL and XFL, and is a four-time Grey Cup Champion in both coaching and executive roles.
- **Graham Brown** – CEO of Canadian Interuniversity Sport (CIS). Prior to joining CIS, he was CEO of Rugby Canada for 13 years, where his drive and

STAFF REPORT



marketing savvy were widely credited for leading Rugby Canada's evolution into a progressive, high profile and widely respected national sport organization.

This year's inductees were:

➤ **Maria Gallo - Athlete Category**

Maria began playing rugby at St. James High School in Guelph, launching a career that would last fifteen years and take her around the world. She starred as a member of the Guelph Gryphons from 1996-2000 leading her team to four provincial titles and the inaugural CIAU championship in 1998. She and the Gryphons would win the CIAU silver medal the following season. Both times she was named a tournament all-star and the event's most valuable player. Gallo was a two-time OUA all-star, an All-Canadian in 1998, and Guelph's Female Athlete of the year that same year.

After graduating from the University of Guelph, she moved to the University of Alberta where she won two more national titles and was named the Panda's Female Athlete of the Year and the CIAU Player of the Year in 2002. She did all this while earning her Ph.D. in Muscle Exercise Biochemistry.

Her next stop on the rugby pitch was playing for Canada. She was a vice-captain for several years playing on the national 15's rugby team from 1999-2010, playing 55 international caps and was in three World Cups.

Gallo is now the head coach of the UBC Thunderbirds Women's 7's and 15's rugby teams taking the 7's squad to their first national title in 2016.

➤ **Chuck Henderson – Veteran Athlete Category**

Chuck was helping his local bantam team to the Ontario Championship when he caught the eye of a New York Rangers scout and was signed to a professional contract by the Rangers at the age of 14. He then spent time in Guelph to further hone his skills and eventually play for the Rangers top farm team, the Guelph Biltmore Mad Hatters. In his first year in the Royal City, he suited up for the Junior B squad which sported an undefeated 20-0 record during the regular season. They would eventually lose to Barrie in the Ontario final.

Henderson was then ticketed to the Biltmore's for the 1951-52 seasons. Playing on a line with Ron Murphy and Kenny Laufman, they set a single season points record for a line with 346 points between them, with Henderson tallying 41 goals and 50 assists.

He helped lead the 51-52 Biltmores to Guelph's first-ever Memorial Cup.

STAFF REPORT



➤ **Thomas Dimitroff Jr. – Builder Category & Special Guest Speaker for the evening**

Thomas starred locally in high school before playing defensive back for the Guelph Gryphons, eventually being named their captain from 1988 to 1990 while earning his Bachelor of Arts degree.

His first job was with the Saskatchewan Roughriders as their director of Canadian scouting. He then spent a short time working for the World League of American Football and then moved on into a role of grounds crew for the Cleveland Browns. After working for the Cleveland Browns Thomas was hired to do some part-time scouting for the Kansas City Chiefs, and then became a full-time area scout for the Detroit Lions, before being hired for a similar role with the Browns.

In 2002 he was the national scout with the New England Patriots and a year later was named the club's director of college scouting, a key role he held through the 2007 season. He would be an important part of the Patriots wins in Super Bowls XXXVIII and XXXIX and one of the architects of their perfect 16-0 regular season in 2007.

After six seasons with the Patriots he was hired as the general manager of the Atlanta Falcons. Dimitroff had an immediate impact as the Falcons made the playoffs for the first time in four years and as a result, the new GM was named the Sporting News 2008 Executive of the Year. He would receive this award again in 2010 as the Falcons went 13-3 during the regular season.

Thomas Dimitroff Jr. is currently one of the longest serving general managers in the NFL.

➤ **1997/98 Guelph Storm – Team Category**

The 1997 -1998 Guelph Storm was a very special group of players under the leadership of Coach George Burnett and general manager Alan Millar. They finished the Ontario Hockey League season in first place overall, just one point ahead of the Ottawa 67's – the team they would eventually meet in the final.

The Storm played through the playoffs knocking off Sudbury and Plymouth in four straight games. In the final they would beat Ottawa in five games on a series-winning goal by Willsie to win their first OHL championship and advance to the Memorial Cup. There, Manny Malhotra would lead the club in scoring but it was goaltender Chris Madden who stole the show. He had a .947 save percentage and was named the tournament MVP. They met the Marian Hossa led Portland Winterhawks in the final and lost a 4-3 heartbreaker in overtime.

You could argue this is the greatest Storm team to represent our city. Six

STAFF REPORT



players would go on to play in the NHL (Malhotra, Willsie, McDonell, Hajt, Beaudoin, and McGrattan).

- **Official Category** – No award presented

CORPORATE STRATEGIC PLAN

Innovation in Local Government

2.3 Ensure accountability, transparency and engagement

City Building

3.1 Ensure a well-designed, safe, inclusive, appealing and sustainable City

3.3 Strengthen citizen and stakeholder engagement and communications

DEPARTMENTAL CONSULTATION

N/A

COMMUNICATIONS

N/A

ATTACHMENTS

N/A

Report Author

Lynne Briggs

Interim Manager, Recreation Support Services

Recommended By

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Public Services

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STAFF REPORT



TO Public Services Committee

SERVICE AREA Public Services - Guelph Transit

DATE July 4, 2016

SUBJECT Spring 2016 to Winter 2021 U-Pass Contract Renewal

REPORT NUMBER PS-16-17

EXECUTIVE SUMMARY

PURPOSE OF REPORT

To provide a summary of the changes to the U-Pass semester pricing structure and contractual terms of the agreement for Spring 2016 through Winter 2021.

KEY FINDINGS

Guelph Transit, the University of Guelph administration, the Central Student Association (CSA) and the Graduate Students' Association (GSA) have developed a new 5-year contract to administer the Universal Buss Pass (U-Pass). The fee schedule passed referendum approval with the GSA and CSA, and a new agreement has been developed to reflect the new pricing per semester.

FINANCIAL IMPLICATIONS

The new agreement increases the per semester fee of the pass, currently at \$100 by \$50 over the term of the contract, to a total of \$150 by the end of the five year period.

The estimated incremental revenue for 2016 is consistent with the forecasted U-Pass revenue in the 2016 budget. The revenue generated from the U-Pass totals roughly \$34 M over the 5-year term of the agreement.

ACTION REQUIRED

To approve the proposed 5-year U-Pass pricing structure and authorize the Mayor and the City Clerk to sign U-Pass agreements with the CSA and GSA at the University of Guelph.

RECOMMENDATION

1. That the Public Services Committee Report #PS-16-17 "Spring 2016 to Winter 2021 U-Pass Contract Renewal" dated July 4, 2016 be received

STAFF REPORT

2. That the Mayor and City Clerk be authorized to sign this U-Pass Agreement with the Central Student Association and Graduate Students' Association at the University of Guelph

BACKGROUND

The City (Guelph Transit) has had a U-Pass Agreement in effect with the University of Guelph since the 1990's to provide unlimited regular bus service to University undergraduate and graduate students for a set fee per student per semester. Late night services for University of Guelph students are provided under a separate contract. Subject to contractual conditions, University of Guelph students are not eligible to opt out of the program and registered students pay this fee to the City each semester regardless of whether or not they use the services of Guelph Transit. A separate agreement is in place with the Central Student Association (CSA) and the Graduate Students' Association (GSA).

The previous multi-year agreement was signed in 2013 covering the period from May 2013 through the end of April 2016. The following pricing structure per student per semester for both the CSA and GSA agreements were as follows:

Spring 2013	\$89.50
Fall 2013	\$93.00
Winter 2014	\$93.00
Spring 2014	\$93.00
Fall 2014	\$97.00
Winter 2015	\$97.00
Spring 2015	\$97.00
Fall 2015	\$100.00
Winter 2016	\$100.00

It was noted in this agreement that a new fee schedule, subject to referendum approval, would be developed prior to the end of the Fall Semester in 2015.

Guelph Transit, the University of Guelph administration, the CSA and the GSA collaborated for several months to develop a new pricing framework acceptable to all as well as to refine a limited number of contractual terms. In March 2016, the new pricing structure went to a student referendum and the vote passed with the majority voting in favour.

With the new agreement, the annual price of the U-Pass will increase by a total of 50% over the next five years, with the highest annual increases occurring at the start of the term. This allows Guelph Transit to recover an appropriate level of costs in providing current Transit services.

STAFF REPORT

REPORT

The CSA, GSA and Guelph Transit prefer to operate with a multi-year contract and this has been the model used historically. This approach minimizes the amount of resources used to negotiate and administer the contract, and provides a degree of stability in future resource planning.

These costs are applicable to all enrolled full time and part time undergraduate and graduate students. The following pricing structure per student per semester for both the CSA and GSA agreements are as follows:

Summer 2016	\$107.00
Fall 2016	\$115.00
Winter 2017	\$115.00
Summer 2017	\$117.00
Fall 2017	\$125.00
Winter 2018	\$125.00
Summer 2018	\$127.00
Fall 2018	\$135.00
Winter 2019	\$135.00
Summer 2019	\$137.00
Fall 2019	\$145.00
Winter 2020	\$145.00
Summer 2020	\$147.00
Fall 2020	\$150.00
Winter 2021	\$150.00

Based on current enrollment numbers, annual incremental revenue to Guelph transit will be \$350,000 in the first year with annual increases totalling \$550,000 in the final year of the contract. The estimated incremental revenue for 2016 under the proposed agreement is consistent with the forecasted U-Pass revenue in the 2016 budget.

Article 13 of the agreement states that the City or the CSA/GSA may terminate this agreement at any time with four (4) months written notice.

A clause was added into this agreement stating that it supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, expressed or implied between the City and the CSA/GSA. Additionally, a clear end date of April 30, 2021 was included in this agreement.

STAFF REPORT



CORPORATE STRATEGIC PLAN

Innovation in Local Government

- 2.2 Deliver Public Service better
- 2.3 Ensure accountability, transparency and engagement

City Building

- 3.1 Ensure a well-designed, safe, inclusive, appealing and sustainable City

DEPARTMENTAL CONSULTATION

Corporate Communications
Legal

COMMUNICATIONS

Guelph Transit has consulted with Corporate Communications on this topic and recognizes the need to communicate the outcome of these negotiations with all stakeholder groups.

ATTACHMENTS

- ATT-1 Proposed CSA U-Pass Contract
- ATT-2 Proposed GSA U-Pass Contract

Report Author

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Supervisor Transit Business Services

Approved By

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Recommended By

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Public Services
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MEMORANDUM OF AGREEMENT

Dated this ____th day of _____, 2016

BETWEEN:

THE CORPORATION OF THE CITY OF GUELPH

Hereinafter called "**the City**"
OF THE FIRST PART

and

THE UNIVERSITY OF GUELPH CENTRAL STUDENT ASSOCIATION

Hereinafter called "**the CSA**"
OF THE SECOND PART

WHEREAS the City and the CSA wish to establish the general terms and conditions respecting the issuance of validation stickers on the University of Guelph Student Identification Card for the purpose of providing universal bus privileges (Universal Pass Program):

NOW THEREFORE, the parties mutually agree as follows:

1. A validation sticker issued and distributed by the CSA shall be affixed to the student card of each undergraduate student (full and part-time) who is enrolled in an academic program at the University of Guelph. The only exception will be those students who are affected by clause 14 of this Agreement.
2. A current validation sticker on the University of Guelph Student Identification Card ("student card") shall permit the holder to use the City's Transit Buses, including Mobility Services (provided that the bearer also qualifies and has been approved for the use of mobility services), during all hours of regular operation.
3. All students must clearly show their student card, with a current validation sticker, to the driver of the vehicle each and every time they board. The dates for any exceptions to this clause will be agreed upon by both parties on an as needed basis. Generally, exceptions will be in effect during the period between the end of one semester and the end of the first week of classes of the next semester.
4. The City reserves the right to validate the identity of the holder with the student card presented. The City also reserves the right to confiscate any student card that is misused. All confiscated student cards will be forwarded to the University of Guelph Campus Police within three (3) business days, along with a report explaining the reason(s) for the confiscation. Lost student cards found on Guelph Transit vehicles or property will be forwarded to the Information Desk within three (3) business days.

Students who misuse the Universal Pass Program will be monitored by the CSA and dealt with in accordance with the rules and regulations set out in the Bus Policies section of the CSA Policy Manual.

5. The City will not be responsible for any costs associated with the production or distribution of student cards and validation stickers.
6. Both parties will have the opportunity to provide input into the design of the validation sticker. The sticker design will be agreed upon every Winter semester in readiness for the upcoming academic year.
7. For the purposes of this Agreement, semester shall be defined generally as follows:
 - Winter Semester: January 1 through April 30;
 - Summer Semester: May 1 through August 31; and
 - Fall Semester: September 1 through December 31.
8. The per semester fee schedule shall be as per outlined below:

Semester	Fee	Semester	Fee
Summer 2016	\$106.90	Winter 2019	\$134.90
Fall 2016	\$114.90	Summer 2019	\$136.90
Winter 2017	\$114.90	Fall 2019	\$144.90
Summer 2017	\$116.90	Winter 2020	\$144.90
Fall 2017	\$124.90	Summer 2020	\$146.90
Winter 2018	\$124.90	Fall 2020	\$149.90
Summer 2018	\$126.90	Winter 2021	\$149.90
Fall 2018	\$134.90		

A new fee schedule will be developed, subject to referendum approval, prior to the end of the Fall Semester in 2020.

9. All students will include payment for the Universal Pass Program as part of their ancillary fees for each semester. The Registrar will collect these monies from the students. The Registrar will guarantee, as set out in the letter attached in Appendix A to this Agreement that monies will be forwarded to the CSA with sufficient time to meet the payment schedule detailed below. The CSA will retain all accrued interest and remit the principal amount to the City according to the following payment schedule:

Fall Semester:	50%	October 15 th
	35%	November 15 th
	15%	December 15 th
Winter Semester:	50%	February 15 th
	35%	March 15 th
	15%	April 15 th
Summer Semester:	50%	June 15 th
	35%	July 15 th

The cheque is to be made payable to:

Guelph Transit

And mailed to:

The City of Guelph, Transit Services
Attention: Supervisor, Transit Business Services
170 Watson Road South
Guelph ON N1L 1C1

If the Registrar is more than 15 days late remitting monies to the CSA, the CSA will arrange for the Registrar to advise the City in writing. The CSA shall remit overdue funds owing to the City immediately upon receipt of these funds from the Registrar. The CSA shall not be held responsible for losses suffered by the City for late payment resulting from failure of the Registrar to transfer funds to the CSA in accordance with the above noted payment schedule.

10. Nothing in this Agreement alters, affects or prejudices any other rights or remedies to which the City or the CSA may be lawfully entitled.
11. The terms of this Agreement shall commence on May 01, 2016.
12. This Agreement will end April 30, 2021.
13. The City or the CSA may terminate this Agreement at any time with four (4) months written notice.
14. Students enrolled in the previous Winter Semester and whom also intend to enroll for the upcoming Fall Semester will be afforded the opportunity to 'opt in' to the Universal Pass Program during the Summer Semester only to a maximum of 1500 'opt-in's'. The CSA will monitor the number of students who chose this option and report the total to the City. The opportunity to 'opt in' will be administered by the CSA according to the rules and regulations set out in the Bus Pass Policies section of the CSA Policy Manual.
15. A maximum of thirty (30) students will be afforded the opportunity to 'opt out' of the Universal Pass Program during each semester. This opportunity will only be offered to students who are unable to use any services offered by Guelph Transit. The CSA will monitor the number of students who chose this option and report the total to the City. The opportunity to 'opt out' will be administered by the CSA according to the rules and regulations set out in the Bus Pass Policies section of the CSA Policy Manual.
16. All students will use the Transit service offered by the City in accordance with the Rules and Guidelines detailed in Appendix B to this Agreement.
17. By the end of the Summer Semester of each year, the CSA will provide the City the following information for the next three (3) semesters:
 - The estimated undergraduate student enrolment;
 - Samples of the validation sticker;
 - The opening day of each semester;


- The dates of late registration and class add period;
 - The date all classes start;
 - The dates for reading week;
 - The date classes end;
 - The dates exams are scheduled; and
 - The final day of each semester.
18. The City is required to provide uninterrupted regular City bus service for the duration of each semester. Failure of the City to provide regular bus service for greater than a total of seven (7) full service days during any semester will result in an adjustment of fees remitted to the City at the next payment date according to the formula detailed in Appendix C to this Agreement. Days for which the University is closed due to inclement weather will not be considered as days of non-service.
19. The CSA will advise the City as soon as they are aware that the University is, or will be, closed due to unforeseen circumstances (i.e. inclement weather, etc). The semester fee will not be adjusted to reflect any such closure of the University unless a semester is terminated and students receive a refund of ancillary fees. The Universal Pass Program would be considered null and void for the remainder of the affected semester.
20. A Transit Committee comprised of CSA members, GSA members, CSA and GSA staff, and Guelph Transit management will meet at least once per semester to discuss the Universal Pass Program and any outstanding transit-related issues.
21. This Agreement constitutes the entire agreement and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, expressed or implied between the City and the CSA:
22. The Parties hereby agree that the agreement dated May 2, 2013 is hereby terminated and of no further force and effect as of and from the date hereof.
23. This Agreement shall be subject to and interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.


SIGNED, SEALED AND DELIVERED in the presence of:

Authorized Signing Officers of:

**THE UNIVERSITY OF GUELPH,
CENTRAL STUDENTS ASSOCIATION**



Ryan Shoot, Finance & Operations Commissioner



D. Zoey Ross, Communications & CA Commissioner

**THE CORPORATION OF
THE CITY OF GUELPH**

Cam Guthrie, Mayor

Stephen O'Brien, City Clerk

Dated and Signed at Guelph

This ____th day of _____, 2016

Appendix A

Letter of Support – Associate Vice-President, Student Affairs



OFFICE OF THE
ASSOCIATE VICE-PRESIDENT (STUDENT AFFAIRS)

Tuesday, May 31, 2016

Ryan Shoot,
Finances & Operations Commissioner,
Central Student Association (CSA).

Beryl Chung,
President,
Graduate Students' Association (GSA).

Dear Ryan and Beryl,

I have reviewed the U-Pass agreement between the City of Guelph and the Central Student Association (CSA) and Graduate Students' Association (GSA), and I have confirmed that it is consistent with the [Compulsory Non-tuition Fees Protocol](#). As such, by way of this letter, I am asking Student Financial Services to collect the fee as per the attached schedule and to transfer the bus pass funds to the CSA and to the GSA according to the proposed terms of the agreement to be signed with the City of Guelph Transit Authority.

Congratulation on working with the student body in order to continue providing this program. Not only is this program important for both accessibility and sustainability, it is envied by other institutions throughout the Province.

Yours sincerely,

A handwritten signature in black ink that reads "Brenda Whiteside".

Brenda Whiteside
Associate Vice-President (Student Affairs)

cc. M. Sheehy, Student Financial Services, University of Guelph

Office Use Only: S:\FEES - Referendums - Elections\1- History of All Fees\Bus Pass and Late Night Bus Pass

If you require this document in an alternative format, please contact the Office of Student Affairs by emailing: st_affs@uoguelph.ca



RULES AND GUIDELINES FOR TRANSIT USERS

Passengers

Must pay the applicable fare or provide a valid transfer. Transfers are valid for one hour from time of issue. A transfer is valid as part of one continuous trip from origin to destination. A transfer is not valid for a return trip. A transfer is valid for a stopover or layover within the one hour time period. Passengers must present their transfer to the operator upon entry. The transfer must be unfolded, date side up for inspection. In the event of a dispute, passengers must pay the requested fare and may contact Guelph Transit for possible adjustment. Other key operating rules include:

- Passes must be clearly shown to driver when boarding the bus;
- No smoking, vaping, open food or drinks on City buses;
- Priority seats are at the front of all buses for seniors and persons with a disability;
- No playing radios or audio devices unless using headphones;
- No skis, snowboards or equipment unless in proper storage bags;
- No wearing inline skates;
- No wagons or bicycles;
- No swearing or use of profane or discriminatory language;
- No sleighs or toboggans (small infant single seats accepted);
- All passengers must exit by rear doors when safe to do so; and
- When standing, please move as far to the back of the bus as possible.

Guide Dogs and Service Animals

Guide Dogs and Service Animals are permitted on Guelph Transit vehicles. When it is not readily apparent (can't easily and clearly be seen) that an animal is a Service Animal, a letter from a physician or nurse confirming that the person requires the animal for reasons relating to their disability, must be presented to the driver when boarding a Guelph Transit vehicle. All other pets must be secured in a small pet carrier that can fit between the seats.

Transportation of Articles

- No pets (unless in small secured pet carrier to fit between the seats);
- Transportation of bulk items will be at the operator's discretion;
- Chemicals, toxic substances and flammables are not permitted;
- Firearms, offensive or prohibited weapons are not permitted;
- Parcels and personal items must be kept clear of the aisles; and
- Guelph Transit is not responsible for any lost or stolen articles.

Strollers

Single strollers are permitted on Guelph Transit. Passengers may board a bus without folding up strollers or bundle buggies, but it is the responsibility of passengers to ensure that their strollers and/or bundle buggies do not interfere with the safety or comfort of other passengers. Oversize strollers will not be allowed on the buses. An oversize stroller is considered anything larger than a single stroller and includes jogging strollers. Guelph Transit bus operators are responsible for the operation of the bus and for administering Guelph Transit's policies and regulations as outlined above. Regulations are for the comfort and safety of all passengers.

Priority Seating

Priority Seating is for the use of passengers with a disability. These seats are located close to the front of the vehicle. Customers are expected to respect and obey the purpose of the designated seating area, which means: **if you are sitting in one of these designated seats, you MUST vacate the seat for a passenger with a disability.** Bus Drivers will not enforce this requirement or intervene in any dispute related to Priority Seating.

The provision of Priority Seating on all conventional transit vehicles has been mandated as part of the Accessibility for Ontarians with Disabilities Act 2005 (AODA) accessibility standards requirements.



Courtesy Seating

Courtesy Seating is intended to provide additional seating for people who will benefit from having a seat near the front of the vehicle including:

- Seniors;
- Expectant mothers;
- Adults traveling with infants or small children; or
- Any other passenger who may benefit from a seat.

If you are sitting in one of these designated seats, please respect its purpose and give up your seat to those who need it. Bus Drivers will not enforce this requirement or intervene in any dispute related to Courtesy Seating.



For further inquiries, contact Guelph Transit by phone, 519-822-1811, or email, transit@guelph.ca



FORMULA FOR INTERRUPTED SERVICE REBATE

$$\begin{array}{rclcl}
 \text{Total days of service provided} & & & & \\
 \hline
 \text{Total days of service scheduled*} & \times & \text{Final enrolment} & \times & \text{Bus pass semester fee} \\
 & & \text{(for effected semester)} & & \text{(per student)} \\
 & & & & \\
 & = & \text{Adjusted Payment} & &
 \end{array}$$

***Total days of service scheduled** - will be based on the number of days Transit service is scheduled from the opening day to the final day of the effected semester as defined in Clause 17 of the CSA agreement

MEMORANDUM OF AGREEMENT

Dated this ____th day of _____, 2016

BETWEEN:

THE CORPORATION OF THE CITY OF GUELPH

Hereinafter called “**the City**”
OF THE FIRST PART

and

THE UNIVERSITY OF GUELPH GRADUATE STUDENTS’ ASSOCIATION

Hereinafter called “**the GSA**”
OF THE SECOND PART

WHEREAS the City and the GSA wish to establish the general terms and conditions respecting the issuance of validation stickers on the University of Guelph Student Identification Card for the purpose of providing universal bus privileges (Universal Pass Program):

NOW THEREFORE, the parties mutually agree as follows:

1. A validation sticker issued and distributed by the GSA shall be affixed to the student card of each graduate student (full and part-time) who is enrolled in an academic program at the University of Guelph.
2. A current validation sticker on the University of Guelph Student Identification Card (“student card”) shall permit the holder to use the City’s Transit Buses, including Mobility Services including Mobility Services (provided that the bearer also qualifies and has been approved for the use of mobility services), during all hours of regular operation.
3. All students must clearly show their student card, with a current validation sticker, to the driver of the vehicle each and every time they board. The dates for any exceptions to this clause will be agreed upon by both parties on an as need basis. Generally, exceptions will be in effect during the period between the end of one semester and the end of the first week of classes of the next semester.
4. The City reserves the right to validate the identity of the holder with the student card presented. The City also reserves the right to confiscate any student card that is misused. All confiscated student cards will be forwarded to the University of Guelph Campus Police within three (3) business days, along with a report explaining the reason(s) for the confiscation. Lost student cards found on Guelph Transit vehicles or property will be forwarded to the Information Desk within three (3) business days. The use of the Universal Pass is subject to Section 10.2 Universal Bus Pass of the GSA Bylaws.

5. The City will not be responsible for any costs associated with the production or distribution of student cards and validation stickers.
6. Both parties will have the opportunity to provide input into the design of the validation sticker. The sticker design will be agreed upon every Winter Semester in readiness for the upcoming academic year.
7. For the purposes of this Agreement, semester shall be defined generally as follows:
 - Winter Semester: January 1 through April 30;
 - Summer Semester: May 1 through August 31; and
 - Fall Semester: September 1 through December 31.
8. The per semester fee schedule shall be as per outlined below:

Semester	Fee	Semester	Fee
Summer 2016	\$106.90	Winter 2019	\$134.90
Fall 2016	\$114.90	Summer 2019	\$136.90
Winter 2017	\$114.90	Fall 2019	\$144.90
Summer 2017	\$116.90	Winter 2020	\$144.90
Fall 2017	\$124.90	Summer 2020	\$146.90
Winter 2018	\$124.90	Fall 2020	\$149.90
Summer 2018	\$126.90	Winter 2021	\$149.90
Fall 2018	\$134.90		

A new fee schedule will be developed, subject to referendum approval, prior to the end of the Fall Semester in 2020.

9. All graduate students will include payment for the Universal Pass Program as part of their ancillary fees for each semester. The Registrar will collect these monies from the students. The Registrar will guarantee, as set out in the letter attached in Appendix A to this Agreement that monies will be forwarded to the GSA with sufficient time to meet the payment schedule detailed below. The GSA will retain all accrued interest and remit the principal amount to the City according to the following payment schedule:

Fall Semester:	50%	October 15 th
	35%	November 15 th
	15%	December 15 th
Winter Semester:	50%	February 15 th
	35%	March 15 th
	15%	April 15 th
Summer Semester:	50%	June 15 th
	35%	July 15 th
	15%	August 15 th

The cheque is to be made payable to:

Guelph Transit

And mailed to:

The City of Guelph, Transit Services
Attention: Supervisor, Transit Business Services
170 Watson Road South
Guelph ON N1L 1C1

If the Registrar is more than 15 days late remitting monies to the GSA, the GSA will arrange for the Registrar to advise the City in writing. The GSA shall remit overdue funds owing to the City immediately upon receipt of these funds from the Registrar. The GSA shall not be held responsible for losses suffered by the City for late payment resulting from failure of the Registrar to transfer funds to the GSA in accordance with the above noted payment schedule.

10. Nothing in this Agreement alters, affects or prejudices any other rights or remedies to which the City or the GSA may be lawfully entitled.
11. The terms of this Agreement shall commence on May 01, 2016.
12. This Agreement will end April 30, 2021.
13. The City or the GSA may terminate this agreement at any time with four (4) months written notice.
14. All students will use the Transit service offered by the City in accordance with the Rules and Guidelines detailed in Appendix B to this Agreement.
15. Students enrolled in the previous Winter Semester and whom also intend to enroll for the upcoming Fall Semester will be afforded the opportunity to 'opt in' to the Universal Pass Program during the Summer Semester only to a maximum of 500 'opt-in's'. The GSA will monitor the number of students who chose this option and report the total to the City. The opportunity to 'opt in' will be administered by the GSA according to the rules and regulations set out in the Bus Pass Policies section of the GSA Policy Manual.
16. By the end of the Summer Semester of each year, GSA staff will provide the City the following information for the next three (3) semesters:
 - The estimated graduate student enrolment;
 - The opening day of each semester;
 - The dates of late registration and class add period;
 - The date all classes start;
 - The dates for reading week;
 - The date classes end;
 - The dates exams are scheduled; and
 - The final day of each semester.

17. The City is required to provide uninterrupted regular City bus service for the duration of each semester. Failure of the City to provide regular bus service for greater than a total of seven (7) full service days during any semester will result in an adjustment of fees remitted to the City at the next payment date according to the formula detailed in Appendix C to this Agreement. Days for which the University is closed due to inclement weather will not be considered as days of non-service.
18. The GSA will advise the City as soon as they are aware that the University is, or will be, closed due to unforeseen circumstances (i.e. inclement weather, etc). The semester fee will not be adjusted to reflect any such closure of the University unless a semester is terminated and students receive a refund of ancillary fees. The Universal Pass Program would be considered null and void for the remainder of the affected semester.
19. A Transit Committee comprised of GSA members, CSA members, GSA and CSA staff, and Guelph Transit management will meet at least once per semester to discuss the Universal Pass Program and any outstanding transit-related issues.
20. This Agreement constitutes the entire agreement and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, expressed or implied between the City and the GSA.
21. This Agreement shall be subject to and interpreted in accordance with the laws of the Province of Ontario.
22. The Parties hereby agree that the agreement dated May 2, 2013 is hereby terminated and of no further force and effect as of and from the date hereof.
23. This Agreement shall be subject to and interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

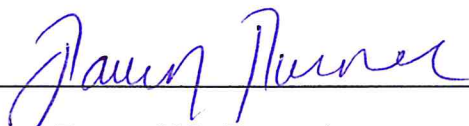
SIGNED, SEALED AND DELIVERED in the presence of:

Authorized Signing Officers of:

**THE UNIVERSITY OF GUELPH,
GRADUATE STUDENTS' ASSOCIATION**



Beryl Chung, GSA President



Fawn Turner, V.P. External

**THE CORPORATION OF
THE CITY OF GUELPH**



Cam Guthrie, Mayor



Stephen O'Brien, City Clerk

Dated and Signed at Guelph

This ____th day of _____, 2016

Letter of Support – University of Guelph – Associate Vice-President, Student Affairs



OFFICE OF THE
ASSOCIATE VICE-PRESIDENT (STUDENT AFFAIRS)

Tuesday, May 31, 2016

Ryan Shoot,
Finances & Operations Commissioner,
Central Student Association (CSA).

Beryl Chung,
President,
Graduate Students' Association (GSA).

Dear Ryan and Beryl,

I have reviewed the U-Pass agreement between the City of Guelph and the Central Student Association (CSA) and Graduate Students' Association (GSA), and I have confirmed that it is consistent with the Compulsory Non-tuition Fees Protocol. As such, by way of this letter, I am asking Student Financial Services to collect the fee as per the attached schedule and to transfer the bus pass funds to the CSA and to the GSA according to the proposed terms of the agreement to be signed with the City of Guelph Transit Authority.

Congratulation on working with the student body in order to continue providing this program. Not only is this program important for both accessibility and sustainability, it is envied by other institutions throughout the Province.

Yours sincerely,

A handwritten signature in cursive script that reads "Brenda Whiteside".

Brenda Whiteside
Associate Vice-President (Student Affairs)

cc. M. Sheehy, Student Financial Services, University of Guelph

Office Use Only: S:\FEES - Referendums - Elections\1- History of All Fees\Bus Pass and Late Night Bus Pass

If you require this document in an alternative format, please contact the Office of Student Affairs by emailing: st_affs@uoguelph.ca



RULES AND GUIDELINES FOR TRANSIT USERS

Passengers

Must pay the applicable fare or provide a valid transfer. Transfers are valid for one hour from time of issue. A transfer is valid as part of one continuous trip from origin to destination. A transfer is not valid for a return trip. A transfer is valid for a stopover or layover within the one hour time period. Passengers must present their transfer to the operator upon entry. The transfer must be unfolded, date side up for inspection. In the event of a dispute, passengers must pay the requested fare and may contact Guelph Transit for possible adjustment. Other key operating rules include:

- Passes must be clearly shown to driver when boarding the bus;
- No smoking, vaping, open food or drinks on City buses;
- Priority seats are at the front of all buses for seniors and persons with a disability;
- No playing radios or audio devices unless using headphones;
- No skis, snowboards or equipment unless in proper storage bags;
- No wearing inline skates;
- No wagons or bicycles;
- No swearing or use of profane or discriminatory language;
- No sleighs or toboggans (small infant single seats accepted);
- All passengers must exit by rear doors; and
- When standing, please move as far to the very back of the bus as possible.

Guide Dogs and Service Animals

Guide Dogs and Service Animals are permitted on Guelph Transit vehicles. When it is not readily apparent (can't easily and clearly be seen) that an animal is a Service Animal, a letter from a physician or nurse confirming that the person requires the animal for reasons relating to their disability, must be presented to the driver when boarding a Guelph Transit vehicle. All other pets must be secured in a small pet carrier that can fit between the seats.

Transportation of Articles

- No pets (unless in small secured pet carrier to fit between the seats);
- Transportation of bulk items will be at the operator's discretion;
- Chemicals, toxic substances and flammables are not permitted;
- Firearms, offensive or prohibited weapons are not permitted;
- Parcels and personal items must be kept clear of the aisles; and
- Guelph Transit is not responsible for any lost or stolen articles.

Strollers

Single strollers are permitted on Guelph Transit. Passengers may board a bus without folding up strollers or bundle buggies, but it is the responsibility of passengers to ensure that their strollers and/or bundle buggies do not interfere with the safety or comfort of other passengers. Oversize strollers will not be allowed on the buses. An oversize stroller is considered anything larger than a single stroller and includes jogging strollers. Guelph Transit bus operators are responsible for the operation of the bus and for administering Guelph Transit's policies and regulations as outlined above. Regulations are for the comfort and safety of all passengers.

Priority Seating

Priority Seating is for the use of passengers with a disability. These seats are located close to the front of the vehicle. Customers are expected to respect and obey the purpose of the designated seating area, which means: **if you are sitting in one of these designated seats, you MUST vacate the seat for a passenger with a disability.** Bus Drivers will not enforce this requirement or intervene in any dispute related to Priority Seating.

The provision of Priority Seating on all conventional transit vehicles has been mandated as part of the Accessibility for Ontarians with Disabilities Act 2005 (AODA) accessibility standards requirements.



Courtesy Seating

Courtesy Seating is intended to provide additional seating for people who will benefit from having a seat near the front of the vehicle including:

- Seniors;
- Expectant mothers;
- Adults traveling with infants or small children; or
- Any other passenger who may benefit from a seat.

If you are sitting in one of these designated seats, please respect its purpose and give up your seat to those who need it. Bus Drivers will not enforce this requirement or intervene in any dispute related to Courtesy Seating.



For further inquiries, contact Guelph Transit by phone, 519-822-1811, or email, transit@guelph.ca



FORMULA FOR INTERRUPTED SERVICE REBATE

Total days of service provided

Total days of service scheduled*

X

Final enrolment

(for effected semester)

X

Bus pass semester fee

(per student)

=

Adjusted Payment

*Total days of service scheduled - will be based on the number of days Transit service is scheduled from the opening day to the final day of the effected semester as defined in clause 15 of the GSA agreement

